

AMENDMENT TO COGDILL RECREATION CENTER LEASE AGREEMENT

THIS Amendment to the Cogdill Recreation Center Lease Agreement ("Amendment") is entered into this _____ day of _____, 2013, by and between the City of Flagstaff, an Arizona municipal corporation ("Lessor"), and the Boys & Girls Club of Flagstaff, an Arizona nonprofit corporation ("Lessee"), with offices located at 2736 Rio de Flag, Flagstaff, Arizona.

RECITALS

The City entered into the Cogdill Recreation Center Lease Agreement ("Lease") with the Boys and Girls Club of Flagstaff on July 1, 2012.

The Parties wish to amend the lease to change Sections 1.3, 5.2 and 6.1.1(ii) regarding the term of the Lease, repairs and maintenance, and property insurance requirements.

NOW, THEREFORE, all of the provisions of the Lease remain in full force with the following exceptions:

The language in Section 1.3 is deleted in its entirety and replaced with the following:

1.3. Term and Commencement Date. The term of this Lease shall commence on July 1, 2012 ("Commencement Date") and shall end at midnight on June 30, 2017, unless terminated earlier as provided in Section 8 ("Termination of Lease"). The term may be extended by written mutual consent for an additional five (5) year term. The City Manager may sign the consent to extension on behalf of the Lessor. The City Manager will consult with the Facilities Maintenance Supervisor to determine compliance with Paragraph 5.2 before consenting to the extension.

The language in Section 5.2 is deleted in its entirety and replaced with the following:

5. Services, Repairs and Maintenance.

...

5.2. Repairs and Maintenance.

The Lessee shall contact the Lessor when Maintenance and Repair work is required on the Premises. Lessor shall arrange for the Maintenance and Repair work and keep an account of all dollars spent on Maintenance and Repair work of the Premises. The Lessor shall provide a maximum annual allowance of Twenty Thousand Dollars (\$20,000.00), on a fiscal year basis, to cover the costs of Maintenance and Repair work on the premises. The annual allowance will not carry forward from year-to-year and there will be no refund of any portion of the allowance that is unspent at the end of the fiscal year. If the entire annual allowance is spent before the conclusion of the fiscal year, and the Lessee believes additional Maintenance and Repair work is required before the new fiscal year, the Lessee shall notify Lessor. The Parties agree to negotiate regarding the additional work, with the Lessor making the final determination of whether or

when the Maintenance and Repair work will be completed, however, Lessee may effectuate Maintenance and Repair work at their own cost if the annual allowance is exhausted. Lessee must use a licensed contractor to do any Maintenance and Repair work on the Premises.

The Lessee is responsible for the cost of all Damage. In the case of Damage, the Lessee shall contact Lessor and Lessor will arrange for the necessary repair, but such costs shall be borne entirely by Lessee. Lessee shall pay all invoices for repairs caused by Damage within five (5) days of presentation.

Lessor or its agents may enter the premises at all reasonable times to make any and all repairs to the Premises.

Lessee has no claim against Lessor for claims arising from a lack of Maintenance and Repair if Lessee did not notify Lessor of the need for the Maintenance and Repair.

The Lessee will be responsible for inspections as needed for pest control. The Lessee will be responsible for yearly inspections for fire extinguishers. The Lessor will complete an annual assessment inspection and will review findings with the Lessee.

Any disputes arising under this Section will be resolved by negotiation between the Executive Director of the Boys & Girls Club of Flagstaff and the Flagstaff Facilities Maintenance Superintendent with an appeal to the City Manager or his or her designee.

The following definitions apply to this subsection:

Maintenance and Repair: includes but is not limited to repairs to paved parking area, light fixtures, electrical repairs (equipment motors), plumbing fixtures (including water heaters, water fountains, and kitchen appliances), flooring (including gym flooring maintenance and refinishing), counters, cabinets, and exterior pedestrian doors (and related components), other fixtures, and the heating ventilating, air conditioning (HVAC), and building exterior including but not limited to roof, drainage, and windows. Maintenance and Repair shall not include Janitorial Services, but shall include work required as a result of criminal action resulting in harm to the Premises.

Janitorial Services: includes but is not limited to changing light bulbs, circuit breakers, floor coverings, painting, drywall, wallpaper and interior doors, cleaning floors, snaking toilets, and pest control.

Damage: includes misuse or negligent use of the Premises caused by Lessee resulting in harm to the Premises outside of normal wear and tear. Damage does not include criminal action resulting in harm to the Premises.

...

The language in Section 6.1.1(ii) is deleted in its entirety and replaced with the following:

6. Insurance

...

6.1. Insurance.

...

6.1.1 Minimum Scope and Limits of Insurance.

...

(ii) Commercial Property Insurance

Special Form Property insurance against “all risks” at least as broad as the current ISO Special Form policy, including earthquake and flood, for loss to any tenant improvements or betterments and Tenant’s business personal property on a full insurable replacement cost basis with no coinsurance clause, and Business Income insurance covering at least twelve (12) months loss of income, rents, and continuing expense.

City of Flagstaff, Lessor

Boys & Girls Club of Flagstaff, Lessee

Kevin Burke, City Manager

A. Don Lindner, Steering
Committee Chair

B. Attest:

I hereby attest that Don Lindler, Steering
Committee Chair, is authorized by resolution
of the Board of Directors for Boys and Girls
Club of Flagstaff (BGCF), dated _____,
to Execute this Lease on behalf of BGCF

City Clerk

Approved as to form:

City Attorney